

## Terms and Conditions for participation in training courses

### §1. General provisions

- 1.1 These Terms and Conditions form the basis of a contractual relationship between PTV Planung Transport Verkehr GmbH, Haid-und-Neu-Straße 15, 76131 Karlsruhe, Germany, or an affiliated company of PTV Planung Transport Verkehr GmbH (hereinafter collectively referred to as “PTV”), and companies that book training courses or training sessions with PTV (“Customer”). They apply together with the General Terms and Conditions of PTV, available at [https://www.ptvgroup.com/en/General Terms and Conditions EN.pdf](https://www.ptvgroup.com/en/General_Terms_and_Conditions_EN.pdf). Both PTV and the Customer are referred to individually as “Party” and collectively as “Parties”. The Customer's contractual terms and conditions shall not apply, even if PTV does not expressly object to their validity in individual cases.
- 1.2 PTV, or an affiliated company of PTV, provides courses, individual training, on-the-job training, or workshops (hereinafter referred to as “Training Courses”). The Training Courses can be booked via the PTV training page at <https://training.ptvgroup.com/en/>, unless expressly agreed otherwise in writing or by email (e.g. for in-house or on-site training courses). The training courses take place in person at the PTV location in Karlsruhe or online, depending on the agreement.
- 1.3 The offer at <https://training.ptvgroup.com/en/> is directed exclusively at entrepreneurs within the meaning of § 14 BGB (German Civil Code). PTV reserves the right to verify the customer's business status and to request appropriate proof.
- 1.4 The Customer waives the application of the obligations in electronic business transactions pursuant to Section 312i (1) Nos. 1-3 and sentence 2 BGB (German Civil Code).
- 1.5 Not all contractual documents can be provided in the respective national language. The Customer agrees to the provision of texts in English.
- 1.6 All third-party providers and suppliers of PTV who are involved in the provision of the services are included in the legal protection of this contract. The Customer indemnifies these third-party providers and suppliers against any third-party claims resulting from a breach of these contractual terms and conditions.

### §2. Booking Training Courses

- 2.1 All offers, particularly the description of the training courses in the training calendar at <https://training.ptvgroup.com/en/>, are non-binding. By clicking on the “Order with obligation to pay” button in the last step of the ordering process, the Customer submits a binding offer to purchase the training course displayed. This does not apply to customized training offers, which are subject to separate written agreements. PTV reserves the right to decline the Customer's offer. Registrations and cancellations can only be accepted if they are confirmed by PTV immediately by email.
- 2.2 PTV shall confirm receipt of the Customer's offer immediately. The contract between PTV and the Customer shall come into effect upon PTV's declaration of acceptance by email (“Order Confirmation”). The contract text shall be available to the customer for storage and printing at the latest upon conclusion of the contract. The contract text shall not be stored permanently by PTV and shall not be made permanently accessible to the Customer.

- 2.3 As part of the ordering process, separate bookings are required for each participant and for each Training Course.
- 2.4 Participants will generally receive confirmation of their place on the course or notification of cancellation at least seven (7) days before the start of the course. The course is only binding once confirmation has been received.

### **§3. Certificate of attendance**

Each training participant will receive a certificate of attendance if they have attended at least 80% of the Training Course hours. If necessary, an adapted certificate of attendance will be issued, listing only the topics in which the participant took part. The decision on this remains with the training instructor. The issuance of certificates of attendance immediately after the training is free of charge and included in the participation fee.

### **§4. Scope of Services and Place of Performance**

- 4.1 PTV provides the Training Courses with the necessary teaching materials and a qualified trainer. Unless otherwise specified, all necessary services are included in the participation fee. More detailed information about the scope of services (location, time, duration, topic, educational objective, meals, etc.) is provided in the Order Confirmation.
- 4.2 The location of the event may differ from the location specified in the course description for organizational reasons, such as room availability or changes in the number of participants. PTV will endeavour to select a venue that meets the same requirements in terms of space and comfort. However, it may be necessary to move the event to another location within a radius of 10 km of the original venue.
- 4.3 Should it become necessary to change the venue, the Customer will be informed as soon as possible. PTV shall not be liable for any additional costs or time incurred by the participant due to the change. It is also advisable to check the cancellation policy when booking travel and accommodation. Training Courses are only binding once they have been confirmed by PTV. PTV expressly rejects any liability for any travel expenses, loss of time, or work or project disruptions that may arise. If a change on the part of PTV represents a significant disadvantage for the customer, the booking can be cancelled or rebooked for an alternative training course in consultation with the PTV training department.
- 4.4 There is no guarantee that a specific instructor will conduct the Training Course. This also applies if the Training Course was advertised with the name of a course instructor. The selection of instructors is at the sole discretion of PTV and depends on course scheduling and personnel availability.
- 4.5 PTV reserves the right to postpone or cancel the training courses offered, in particular in the event of the instructor being unable to attend, insufficient participant numbers, or for other reasons beyond PTV's control (e.g., force majeure, even after the course has been confirmed). The participants affected will be informed immediately. However, PTV will endeavour to offer alternatives in the event of cancellations. The Customer shall have no further claims. This also applies to any changes to the training content and postponements.

## **§5. Intellectual Property Rights**

The training materials provided may only be reproduced, distributed, made publicly available, or passed on to third parties with the explicit permission of PTV. Recording a Training Course in audio or video form is not permitted. In particular, recordings showing other participants require their consent due to data protection regulations and their personal rights regarding their image.

Software provided for training purposes during a Training Course may only be used for training purposes within the scope of this training course.

## **§6. Payment Terms and Invoicing**

- 6.1 The participation fee is due upon conclusion of the contract without any deductions and, unless otherwise agreed and stated on the invoice, must be paid seven days before the start of the respective training course to one of the accounts specified on the invoice. Later payment is only possible in exceptional cases and after timely prior consultation with the PTV department responsible for the training. If registration is made at short notice, i.e. less than seven days before the start of the training, the participation fee is due immediately. Payment of the participation fee on site at PTV is not possible.
- 6.2 PTV is entitled to exclude the respective training participant from the course after payment reminder if the invoice amount has not been received in full by the due date.
- 6.3 The participation fee can be found on the registration form. All fees and prices are net and subject to statutory sales tax.
- 6.4 Invoices shall be sent exclusively in electronic form. The Customer is obliged to provide PTV with two (2) valid email addresses for the purpose of sending invoices. The Customer must inform PTV immediately of any changes.
- 6.5 The Customer may only offset claims that have been legally established or recognized in writing by PTV. The Customer is only entitled to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.
- 6.6 The available payment methods are shown during the order process. PTV reserves the right to change the available payment methods at any time. All credit card payments are subject to validation and approval by the card issuer.

### **6.6.1 Credit card payment**

Credit card payments are processed by the external payment service provider Adyen B.V. (<https://www.adyen.com/>, Simon Carmiggeltstraat 6, 1011 DJ, Amsterdam, Netherlands). The payment service provider forwards the Customer's payment to PTV. By selecting this payment method, the Customer agrees to the debit of their credit card in the amount of the agreed participation fee. The credit card will be charged immediately after booking or in accordance with the payment terms specified in the booking process. If the payment is not successful due to insufficient funds or other circumstances, PTV reserves the right to cancel the registration or request alternative payment methods.

## **§7. Vouchers**

The terms and conditions below govern the use of promotional codes, promotional vouchers, and vouchers (hereinafter referred to as “Vouchers”) when registering for and booking PTV Training Courses.

- 7.1 Vouchers for PTV Training Courses grant discounts on registrations via the training portal at <https://training.ptvgroup.com/en/> and may be issued by PTV as part of one-off promotions. Vouchers can only be used online and once. The issuance of Vouchers is at the discretion of PTV. There is no legal entitlement to receive a Voucher.
- 7.2 Only one Voucher can be used per registration and booking. Voucher codes must be entered in the appropriate field during registration and accepted. The person registering is responsible for checking that the Voucher is accepted and that the corresponding discount is displayed in the online registration system before confirming the registration. Vouchers cannot be applied retroactively to registrations that have already been made.
- 7.3 Once a booking has been completed using the Voucher, the Voucher is considered to have been used. Any remaining credit expires and cannot be applied to later bookings. There is no entitlement to payment of the total or remaining amount.
- 7.4 Unless otherwise stated on the Voucher or in accompanying documentation, Vouchers are transferable and can be redeemed independently of the recipient of the Voucher. PTV does not check the eligibility of the person redeeming the Voucher and accepts no liability if the Voucher is redeemed by a third party. The registration with which the Voucher is successfully redeemed is considered eligible for the discount. Vouchers cannot be combined with other discounts or promotions.
- 7.5 PTV reserves the right to subsequently reject Vouchers that it considers invalid or unlawfully obtained, or discounts granted due to system errors. In this case, the corresponding discount cannot be granted and/or a Training Course booking may be rejected. The Customer has the right to withdraw from a Training Course if a discount is not granted. Courses that are not affected by the discount remain binding. In this case, the regular contract and cancellation conditions apply.
- 7.6 Discounts are only granted on courses for which the respective Voucher is valid. Vouchers may be restricted to certain courses or venues or may be limited in time. Vouchers are only valid as long as the corresponding Training Courses are offered by PTV. There is no entitlement to replacement, replacement vouchers, or price reductions. Further special conditions may apply to individual vouchers and remain unaffected by this.
- 7.7 Restrictions may apply if a Training Course only allows a certain number of discounted participants.
- 7.8 Vouchers are only valid for offers from the issuing PTV or PTV branch, but not for any equivalent offers from partners, third-party providers, or non-participating organizations within PTV. Discounts from Vouchers are only valid for training courses and cannot be applied to processing fees, shipping costs, reminder fees, or other costs.

## **§8. Cancellation by the Customer**

- 8.1 Cancellations must be submitted by the Customer in writing. Electronic notifications, e.g. by email, are sufficient but require confirmation of receipt by PTV.
- 8.2 If cancellation is made up to eight (8) days before the start of the seminar, no fees will be charged. If cancellation is made seven (7) days or less before the start of the seminar, or if the participant fails to cancel, the full participation fee shall be payable. This also applies in the event of illness or other operational reasons. In this case, it is possible to name a replacement participant.

## **§9. Liability**

- 9.1. PTV shall only be liable in accordance with the following provisions (a) to (e):
- a) PTV shall be liable without limitation for damage caused intentionally or through gross negligence by PTV, its legal representatives or executives, as well as for damage caused intentionally by other vicarious agents; for gross negligence on the part of other vicarious agents, the liability shall be determined in accordance with the provisions for slight negligence listed below in (e).
  - b) PTV shall be liable without limitation for damage caused intentionally or negligently as a result of injury to life, limb or health by PTV, its legal representatives or vicarious agents.
  - c) PTV shall be liable for damages due to lack of guaranteed properties up to the amount that was covered by the purpose of the guarantee, and which was recognizable to PTV at the time the guarantee was given.
  - d) PTV is liable for product liability damage in accordance with the provisions of the Product Liability Act (ProdHaftG).
  - e) PTV shall be liable for damages resulting from the breach of cardinal obligations by PTV, its legal representatives or vicarious agents; cardinal obligations are the essential obligations that form the basis of the contract, which were decisive for the conclusion of the contract and on the fulfillment of which the Client relies on and may rely. If PTV has breached these cardinal duties through slight negligence, its liability is limited to compensation for the foreseeable, typically occurring damage.
- 9.2. PTV is only liable for the loss of data up to the amount that would have been incurred if the data had been properly and regularly backed up for restoration.
- 9.3. Any further liability of PTV is therefore excluded.

## **§10. Information for participants**

- 10.2 Participants are obliged to treat the equipment, facilities, and event rooms they use with care and to follow the house rules and instructions of the course trainer or other persons involved in the organization and implementation of the Training course that are necessary to ensure the smooth running and safe conduct of the training. PTV reserves the right to exclude persons from Training Courses if, despite repeated warnings, the training cannot be continued effectively. In this case, PTV will not refund any training fees.
- 10.2 Upon request, the confirmation of registration must be presented in order to participate in the training. If this is not possible, the participant may be excluded from further participation if proof of eligibility cannot be provided in any other way.

10.3 Participants bring their own hardware containing data to training courses at their own risk. To protect PTV's systems, software and files brought by participants may only be used on the training computers after consultation with the instructor. In the event of non-compliance, we reserve the right to claim damages. In this case, PTV shall not be liable for the loss of data, except in the event of intentional or grossly negligent breach of duty by PTV.

## **§11. Data protection**

When registering for and conducting training courses, we process personal data exclusively in accordance with the applicable data protection laws, in particular the General Data Protection Regulation (GDPR). The data is collected, stored, and processed solely for the purpose of organizing and conducting the training courses and, where necessary, to comply with statutory retention periods. This includes, among other things, title, name, address, contact details, and order information. Data will only be passed on to third parties for payment processing or in the context of the technical implementation of the training courses, for example via the platforms used.

We use the external payment service provider Adyen N.V. to process credit card payments.

Detailed information on the type, scope, and purposes of data processing can be found in our privacy policy for prospective customers and customers at [https://www.ptvgroup.com/en/Data\\_Privacy\\_Statement\\_PTV\\_GmbH\\_EN.pdf](https://www.ptvgroup.com/en/Data_Privacy_Statement_PTV_GmbH_EN.pdf).

## **§12. Final provisions**

- 12.1 Amendments or additions to these Terms and Conditions must be made in writing.
- 12.2 The law of the Federal Republic of Germany shall apply to these contractual terms and conditions and to the legal relationships between PTV and the customer based thereon.
- 12.3 The exclusive place of jurisdiction for all disputes arising from and in connection with this agreement shall be the place of business of PTV Planung Transport Verkehr GmbH.

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